

## CIVIL AVIATION MISSION

*Exchange of notes at La Paz August 26 and November 3, 1947*  
*Entered into force November 3, 1947*

61 Stat. 3863; Treaties and Other  
International Acts Series 1739

*The American Ambassador to the Acting Minister of Foreign Affairs*

LA PAZ, BOLIVIA  
August 26, 1947

No. 396

### EXCELLENCY:

I have the honor to refer to the negotiations being carried on between our two Governments for the sending to Bolivia of a technical mission from the United States Civil Aeronautics Administration for the purpose of assisting in the development of Bolivian civil aviation.

I now present herein, under instructions of my Government, for the consideration of your Excellency's Government, the text of a Statement of Conditions which my Government proposes as a basis for the operations of such mission in Bolivia, and I would be very appreciative if your Excellency would inform me if the text of Conditions meets with the approval of the Bolivian Government. In the event of approval, I would likewise appreciate Your Excellency's kindness in communicating to the Embassy the note of acceptance of your Government, including, as herein, the text of the Statement of Conditions which appears below, in order that I may forward it to my Government:

### *"Statement of Conditions—Technical Assistance Mission to Bolivia*

1. Subject to the availability of suitable technicians and appropriated funds for the purpose, the Government of the United States of America shall make available to the Government of Bolivia the services of technicians in the field of civil aviation as requested by the Government of Bolivia.

2. The Government of Bolivia shall reimburse the Government of the United States of America at the rate of \$2,000 per year for the Chief of Mission and \$1,500 per year for each additional member toward the expenses incurred in connection with the assignment of these experts. Such reimbursement shall be effected at the completion of each six-month period

of each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Bolivia to make any payments to the Government of the United States of America until such time as the Government of Bolivia shall have received a statement of its obligation in this connection.

3. The Government of Bolivia shall provide for entry free of customs duties of supplies, materials and effects for the professional and personal use of the technicians.

4. The Government of Bolivia shall provide the technicians with means of transportation within Bolivia.

5. The Government of Bolivia shall provide the technicians with suitably-equipped office space and necessary clerical assistance and bear the cost thereof, as well as reimburse the Government of the United States up to a limit of \$2,400 per year for the cost of bilingual stenographic assistance.

6. The Government of Bolivia shall permit the transportation of the body of any technician detailed under these conditions who may die in Bolivia, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

7. Unless otherwise agreed to, the assignments of the technicians shall be for periods of not to exceed one year each, including travel time.

8. If, after the expiration of the periods of assignments, it appears that all of the objectives have not been attained, the Government of the United States of America agrees to give the fullest consideration to any request of the Government of Bolivia for the extension of the assignments for additional periods of not to exceed six months each.

9. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Bolivia, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Bolivia at the rate indicated hereinabove.

10. The Government of the United States of America proposes to detail under these conditions an expert in air traffic control and related airway facilities and an expert in communications engineering. Prior to effecting their assignments, the names, together with a description of their qualifications will be submitted to the Government of Bolivia for approval.

11. The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Bolivia for an increase in the number of members of the Mission or for the assignment of experts in fields of civil aviation other than those specified in paragraph ten.

12. The Government of the United States of America will designate a Chief of Mission who will represent the Mission before the Government of Bolivia. Members of the Mission will be responsible to the Chief of Mission. All members of the Mission will serve as advisors to the Government of Bolivia within their respective fields, but may volunteer opinions on related civil aviation matters when deemed advisable.

13. The Government of Bolivia shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

14. Compensation of Mission members shall not be subject to any tax now or hereafter in effect of the Government of Bolivia or any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect this compensation, such taxes shall be paid by the Government of Bolivia in order to comply with the provisions of this paragraph.

15. Mission personnel, during the time it is in operation and thereafter, undertake not to divulge or reveal in any form to any foreign Government, or any person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

16. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Bolivia."

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSEPH FLACK

His Excellency

Doctor GERMÁN COSTAS

*Acting Minister for Foreign Affairs and Worship  
La Paz*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
AND WORSHIP

No. TC and ONU. 935

LA PAZ, November 3, 1947

MR. AMBASSADOR:

With reference to the negotiations carried on between the Government of Bolivia and that of Your Excellency for the purpose of agreeing on a technical mission from the United States Civil Aeronautics Administration to collaborate in the development of Bolivian civil aviation, I have the honor to refer to your Embassy's courteous note No. 396 of August 26 last, with which there was enclosed a Statement of Conditions with which the personnel of this mission must comply in the performance of their duties.

With respect to this, I am pleased to inform Your Excellency that the aforementioned Statement of Conditions has been approved by my Government, and accordingly I have the honor to transcribe below the Spanish version of the pertinent text:

*“Statement of Conditions—Technical Mission to Bolivia*

“1. Subject to the availability of suitable technicians and funds for the purpose, the Government of the United States shall make available to the Government of Bolivia the services of technicians in the field of civil aviation as requested by the Government of Bolivia.

“2. The Government of Bolivia shall reimburse the Government of the United States at the rate of \$2,000 (U.S. Cy.) per year for the Chief of Mission and \$1,500 (U.S. Cy.) per year for each additional member, to cover the expenses incurred in connection with the assignment of these experts. Such reimbursement shall be made six months after each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Bolivia to make any payment to the Government of the United States until such time as the Government of Bolivia receives a statement of its obligation in this connection.

“3. The Government of Bolivia shall permit the entry free of customs duties of materials, supplies, and effects for the professional and personal use of the technicians.

“4. The Government of Bolivia shall provide the technicians with means of transportation within Bolivia.

“5. The Government of Bolivia shall provide the technicians with suitably equipped ample office space and adequate clerical assistance, and bear the cost thereof, as well as reimburse the Government of the United States up to a limit of \$2,400 (U.S. Cy.) per year for the services of a bilingual stenographer.

“6. The Government of Bolivia shall permit the transportation of the body of any technician mentioned in this contract who may die in Bolivia, to a place of burial in the United States selected by his family or their legal representatives.

“7. Unless otherwise agreed to, the assignments of the technicians shall be for periods not exceeding one year each, including travel time.

“8. If, after the expiration of the foregoing periods of assignment, it appears that all the objectives have not been attained, the Government of the United States agrees to give the fullest consideration to any request of the Government of Bolivia for the extension of the assignments for additional periods not exceeding six months each.

“9. The Government of the United States shall pay the salary, allowances, travel expenses in both directions (between Bolivia and the United States) and any additional compensation of the technicians, subject to partial reimbursement by the Government of Bolivia at the rate indicated hereinabove.

“10. The Government of the United States proposes to detail, under these conditions, an expert in air traffic control and related air facilities and an expert in communications engineering. Before these technicians are assigned,

their names, together with a description of their qualifications, will be submitted to the Government of Bolivia for its approval.

"11. The Government of the United States agrees to give the fullest consideration to any request of the Government of Bolivia for an increase in the numbers of members of the Mission or for the assignment of experts in the field of civil aviation other than those specified in paragraph 10.

"12. The Government of the United States shall designate a Chief of Mission who will represent the Mission before the Government of Bolivia. Members of the Mission will be responsible to the Chief of Mission. All members of the Mission will serve as advisers to the Government of Bolivia within their respective fields, but may volunteer opinions on civil aviation matters when they deem it advisable.

"13. The Government of Bolivia shall assume civil liability in the event that any member of the Mission, while acting within the scope of his duties, causes damage to or loss of property, or personal injury or death.

"14. Compensation of Mission members shall not be subject to any tax in Bolivia. Should there, however, at present or while this agreement is in effect, be any taxes that might affect the aforementioned compensation, such taxes shall be paid by the Government of Bolivia in order to comply with the provisions of this paragraph.

"15. Mission personnel, during the time this contract is in operation and thereafter, undertake not to divulge or reveal in any form to any foreign government, or any person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

"16. The above conditions may be modified in whole or in part by an exchange of notes between the Government of Bolivia and the Government of the United States of America."

Requesting Your Excellency to communicate the foregoing to the Government of the United States, I have the honor to inform you, in compliance with your request, that the above-quoted Statement of Conditions will enter into force on the day on which the present note is signed.

I avail myself of this opportunity to renew to Your Excellency the expression of my highest and most distinguished consideration.

TOMÁS M. ELIO

His Excellency

JOSEPH FLACK

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City*